

**TENDER FOR
SUPPLY, INSTALLATION AND TESTING OF COMPUTER SYSTEM
FOR
THE INSTITUTE OF COST ACCOUNTANTS
OF INDIA - JAIPUR CHAPTER,
AT
3-A, Institutional Area, Jhalana Doongri.
JAIPUR -302004
Email- jaipur@icmai.in**

NAME AND ADDRESS OF THE TENDERER

.....
.....
.....

DATE AND TIME OF SUBMISSION OF THE TENDER – **03.00 P.M** on or before 01/09/2021

DATE AND TIME OF OPENING OF THE TENDER (TB) -- **05.00 P.M** on 02/09/2021

OWNER : **TENDER COMMITTEE**
ICAI JAIPUR CHAPTER
Phone. 0141- 2706275

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ICAI JAIPUR CHAPTER

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Ref No.: Jaipur/Infra/Re-tender/Computer/2021-22

Date:12.08.2021.

Sealed Item rate tender for SUPPLY, INSTALLATION AND TESTING OF COMPUTER SYSTEM at 3-A, Institutional Area, Jhalana Doongri Jaipur for ICAI JAIPUR CHAPTER. Issued on dated

to Shri/M/s.

.....

.....

with

Reference to his/their application dated

(For) Convener, Tender Committee

ICAI, JAIPUR CHAPTER, Jaipur

GENERAL INFORMATION OF CONTRACT:

1) **Name of work:** SUPPLY, INSTALLATION AND TESTING OF COMPUTER SYSTEM at 3-A, Institutional Area, Jhalana, Jaipur for ICAI JAIPUR CHAPTER.

2) **Name of Contractor :**

.....

3) **Date of Tender:**

4) **No. & Date of work order:**

5) **Amount of Contract:**

6) **Date of Commencement:**

7) **Time Stipulated for Completion Of work:-**03 months from the date of

Written order to start work including monsoon.

8) **Date of Completion as per**.....

Agreement.

9) **Actual Date of Completion:**

10) **Reference to sanction of**

Extension of time 1)

.....

2)

.....

3)

NOTICE OF INVITATION TO TENDERER

1.	Project Name	ICAI New building supply, installation and testing of computer system	
2.	.Location	3A, Institutional Area, Jhalana, Jaipur	
3.	Works included in tender		
	A. supply, installation and testing of Computer system		
4.	Project Estimated Cost	9,14,234/-	
5.	Start date for Tender Download	<u>12/08/2021</u>	
6.	Date for pre- bid conference (3.30 PM – 5.00 PM)	<u>24/08/2021</u>	
7.	Last date for Submission of Tender (Time till 3:00 PM.)	<u>01/09/2021</u>	
8.	Tender Opening Date (Time 5.00 PM.)	<u>02/09/2021</u>	
9.	E.M.D. Earnest Money to be submitted with Tender, shall be 2.0% of project estimated cost in the form of D.D. and shall be returned after defect liability period of 6 months. In case of successful tenderer does not enter into agreement for work within specified time limit the earnest money will be forfeited and no interest will be paid on earnest money. Micro Small and Medium Enterprises (MSME) bidders registered with the central purchase organization or the concerned Ministry or Department are not required to deposit Earnest Money.	18,284/-	
10.	S.D. Security Deposit shall be 10% of tendered amount, to be submitted by a successful tenderer at the time of issuing him Letter of Intent, in the form of Bank Guaranty. It shall be returned after defect liability period of 6 months (contract period + claim period of 3 months).		
11.	RETENTION MONEY 5% from R.M. bills shall be deducted as retention money and shall be released within 1 month from actual completion of work.		

DETAILS OF WORK:

Name of work: - SUPPLY, INSTALLATION AND TESTING OF COMPUTER SYSTEM at

ICAI campus, 3 - A Jhalana Institutional Area Jaipur for ICAI, JAIPUR CHAPTER.

ICAI JAIPUR CHAPTER

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Type of Tender: - This is an Item rate Tender for supply, installation and testing of air conditioners of ICAI new building (tender and specifications with B.O.Q.)

Earnest Money shall be 2% of the project cost in the form of demand draft payable at Jaipur in the Name of “THE INSTITUTE OF COST ACCOUNTANTS OF INDIA - JAIPUR CHAPTER,” drawn on any scheduled bank should be attached to the tender at the time of submission on which no interest shall be paid. The said Earnest money of the contractor to whom the work is awarded shall be held by ICAI JAIPUR CHAPTER up to the defect liability period after the completion of work and to the rest, it shall be returned within seven days of opening of the tender.

To be filed by the Contractor:

I/we have quoted by/our offer in Item rate in words as well as in figures. I/We further undertake to enter into contract in prescribed form.

DETAILED TENDER NOTICE TO CONTRACTORS:

Sealed Tenders for work of “SUPPLY, INSTALLATION AND TESTING OF COMPUTER SYSTEM for ICAI JAIPUR CHAPTER, at ICAI campus, 3 - A Jhalana Institutional Area, Jaipur” in prescribed form, are invited by PROJECT - COORDINATOR ICAI JAIPUR CHAPTER, Jaipur, from the Registered Contractors of c.p.w.d./p.w.d./m.e.s./equivalent government organizations or contractors of repute. The Tender will be available in the Institute’s website www.icmai.in under the menu tab “TENDER” which can be downloaded as a PDF File free of cost. The Tender Document need to be duly filled as per the instruction given in the tender form and be submitted in sealed covers addressed to PROJECT - COORDINATOR ICAI JAIPUR CHAPTER, Jaipur with the name of work written on the top of the envelope which will be received up to date..01/09/2021., time 3.00 p.m., either physically by hand through a messenger or by Registered Post/Courier. Envelop No. 1 will be opened on the same or next day, if possible, in the presence of Tenderers or their authorized agents who may choose to be present.

4.2 Manner of submission of tender and its accompaniments:

The Tenderers shall submit the tender documents in two sealed envelopes as below.

4.2.1 Envelope No. 1: (Technical Bid)

The first envelope clearly marked as "Envelope No. 1" shall contain the following documents.

- (i) Earnest Money in the form of a demand draft payable at Jaipur issued by a Scheduled Bank and duly endorsed in the name of “The institute of cost Accountants of India – Jaipur Chapter”.
- (ii) Certificate as a registered contractor as may be applicable.

- (iii) An up to-date Income Tax return for last three years in original from Income Tax Office, officer of the Circle (or true copy thereof duly attested by a Gazette Officer) valid on the date fixed for receipt of tender.
- (iv) Attested true copy of audited financial statement of year (2017-2018, 2018-2019) or (2018-2019, 2019-2020).
- (v) Attested copy of Certificate Registration from Assistant Registrar of firms/companies.
- (vi) Attested copy of certificate of registration of GST.
- (vii) Certified true copy of Partnership Deed/Memorandum of Article & Association, if applicable.
- (viii) Power of Attorney, if applicable.
- (ix) Details of works of similar type and magnitude carried out during last four years by the contractor with satisfactory completion certificates by the awardee. The value of at least one work should not be less than five lac and two of not less than two lacs each during last three financial year. Proof to be submitted.
- (x) Details of Technical Personnel on the rolls of the Tenderer.
- (xi) Details of others works tendered for and in hand with the value of work unfinished on the last date of submission of tender. The certificates from the Heads of the officers/ client under whom the works are in progress should be enclosed.

4.2.2 Envelope No. 2 – Tender: (Financial Bid)

The second envelope clearly marked as "Envelope No. 2" shall contain only the main tender including the common set of conditions/stipulations issued by ICAI after the pre-tender conference. A tender submitted without this would be considered as invalid.

The Tenderer should quote his offer as item Rates at the appropriate place of tender documents, to be submitted only in Envelope No. 2. He should not quote this offer anywhere directly or indirectly in Envelope No. 1. The contractor shall quote for the work as per details given in the main tender and also based on the detail set of conditions issued/additional stipulations made by the Project Coordinator ICAI JAIPUR CHAPTER, as informed to him by a letter/e-mail from Project Coordinator

ICAI JAIPUR CHAPTER, after pre-tender conference. This tender shall be unconditional.

4.3 Submission of Tender:

The two sealed envelope No. 1 and 2 shall be again put together in one common cover and sealed. This sealed cover shall be marked on the left hand top corner "**Tender for supply, installation and testing of Computer system for ICAI Jaipur chapter**" at Jhalana Institutional area Jhalana Jaipur.

The full name and address of the Tenderer and the name of the authorized agent delivering the sealed cover containing the Tender shall be written on the bottom left hand corner. If submitted by post, the sealed envelope marked as above shall be enclosed in another cover properly addressed and shall be sent by Registered Post Acknowledgement Due.

The date and time for receipt of Envelope containing tender shall strictly apply in all cases. The Tenderers should ensure that their tender is received by the Project Coordinator ICAI or his authorized representative, before the expiry of the date and time. No delay on account of any cause will be entertained for the late receipt of the tender. Tender offered or received after the date and time is over, will either not be accepted or if inadvertently accepted, will be not be opened and shall be returned to the Tenderers unopened.

4.3.1 Envelope No. 1

First of all, envelope No. 1 of the Tenderer will be opened to verify its contents as per requirements if, the various document contained in this envelope do not meet the requirements of the ICAI, a note will be recorded accordingly by the tender opening authority and the said tender envelope No. 2 will not be considered for further action and the same will be recorded. At this stage the qualified contractors shall be informed by email and sms about the time & date of opening of envelope No.2

4.3.2 Envelope No. 2

This envelope shall be opened after opening of Envelope No. 1 only if contents of Envelope No. 1 are found to be acceptable to Project Coordinator ICAI Jaipur.

Tender Acceptance:

5)

Acceptance of tender will rest with project-coordinator, ICAI Jaipur chapter, Jaipur, Who reserves the right to reject any or all tenders without assigning any reason. The Tenderer whose tender is accepted will have to enter into an agreement within 10 days of being notified to do so. In case of failure on the part of Tenderer to sign the agreement within the stipulated time, the offer of the tender shall be considered as withdrawn by him & the project coordinator may award the tender to another contractor.

6) **Validity Period:**

The offer shall remain open for acceptance for minimum period of 90 days from the Date fixed for opening. In case the Acceptance is not given by the management within 90 days, the contractor has the right to withdraw the offer.

GENERAL INSTRUCTIONS TO TENDERERS:

- (1) This tender is an ITEM RATE TENDER based on a schedule of probable quantities in respect of each work and specifications accompany these tender papers. The schedule of probable quantities is liable to alterations by ICAI JAIPUR CHAPTER, deduction or additions to any extent at the discretion of the building committee/Architect, and the total value should be totaled in order as per his percent of rate to show the aggregate value of the entire tender.
- (2) Tenderers are to submit Tender in a prescribed form along with the following documents.
 - Form of Tender
 - List of machinery and equipment they propose to use at site. as in annexure I
 - Bar chart showing various sections of the works and time they will require to complete the aforesaid works.
 - Source to obtain local materials.
- (3) Tenderers should quote their percent rates in words and figures indelible ink. The authorized representative of the Tenderer must sign the tender on all the pages and the same will bind the Tenderer.
- (4) The tender drawings are attached herewith for reference which explains the general character of the proposed building and details therein.
- (5) Tender documents must be enclosed in sealed envelope titled as *TENDER FOR SUPPLY, INSTALLATION AND TESTING OF COMPUTER SYSTEM FOR ICAI JAIPUR CHAPTER* and addressed and delivered to before the appointed date and time.
- (6) The Awarder reserves the right to reject all or any tender without assigning any reason whatsoever and does not bind to accept the lowest or any Tenders.
- (7) The Awarder will not be responsible and pay any expenses or loss that may be incurred by any Tenderer in the preparation and submission of Tender.
- (8) Tender will remain valid for a period of 90 days from the last date notified for the opening of tenders.

- (9) The rates quoted in the tender shall include cost of all materials, labors and all charges for double scaffolding, centering materials, and electric meter rent charges, electric charges, temporary plumbing, cost of cisterns, hire for any tool and plants shed for materials out and cleaning of site, watering, curing all cement work, concrete as mentioned in the specifications, complete in all respects. The rates quoted shall be deemed to be for the finished work to be measure at site. Tenderers must include in their rates all type of taxes GST works contract tax, excise duty, octroi and any other tax and duty or other levy levied by the Central Government, or any State Government or Local Authorities, if applicable. No claim in respect of sales tax, tax on works contract, excise duty, octroi or other tax, duty or levy shall be entertained by the Awarder.
- (10) The rates quoted to include all expenditure involved in providing insurance coverage for labours for the works indicated in the tender document and any other work which the contractor may have to execute during the currency of the work but not included in the document.

(11) **Earnest Money:**

Earnest money will be accepted in the Form of Demand Draft payable at Jaipur issued by Scheduled Banks and endorsed in the name of “The institute of cost Accountants of India – Jaipur Chapter”.

The Earnest money will be refunded within 21 days after expiry of the bid validity, in case of whose tenders are not accepted. In case of successful Tenderer the earnest money will be with held as initial security deposit for completion of contract documents by the Tenderer. The amount of Earnest Money will be forfeited by Project Coordinator ICAI in case the successful contractor does not enter into agreement for work within specified time limit. No interest shall be paid on earnest money.

(12) **Tender Rate:**

No alteration in the form of tender and the schedule of tender and no additions in the scope of special stipulation will be permitted. Rates quoted for the

tender shall be taken as applicable to all leads and lifts etc as detailed in the conditions of contracts.

(13) Tender Units:

The Tenderers should particularly note the unit mentioned in Schedule on which the rates are based. No. change in the units shall be allowed, in the case of difference between the rates written in figures and in words, the correct rate will be the one, which is lower of the two.

(14) Correction:

No corrections shall be made in the tender documents, any correction that are to be made by crossing the incorrect portion and writing the correct option above shall bear the initials of Tenderer.

(15) (a) The Tenderers shall be presumed to have carefully examined the drawing, condition and specifications of work and have fully acquainted themselves with all details of the site, the conditions of rock and its joints, pattern, river, weather characteristics, labor conditions and in general with all the necessary information and data pertaining to the work, prior to tendering for the work.

(b) The data whatsoever supplied by the ICAI JAIPUR CHAPTER along with the tender documents are meant to serve only as guide to the tenders while tendering and PROJECT - COORDINATOR ICAI JAIPUR CHAPTER accepts no responsibility whatsoever either for the accuracy of data or their comprehensiveness.

(c) The rates quoted, should as per required specifically be for all leads and lifts from wherever the materials are brought at site of work.

(d) The tenderer have examined the existing work also related to the items to handover all the work including existing work done, in complete and proper working condition.

(16) All pages of tender documents, conditions, specifications corrections slips etc. shall be initialed by the Tenderer. The tender should bear full signature of the Tenderer, or his authorized Power of Attorney holder in case of firm.

- (17) The Income Tax including surcharge as applicable from time to time or at the rate as intimated by the competent Income Tax authority shall be deducted from bill amount.
- (18) **(Supply, installation and testing of Computer system)** The successful Tenderer will be required to produce to the satisfaction of the specified concerned authority a valid concurrent license issued in his favor under the provisions of the Contract Labour (regulation and Abolition) Act 1970 for starting the work. On failure to do so the acceptance of the tender to Tenderer will be withdrawn and earnest money may be forfeited.
- (19) The Tenderer rates shall be inclusive of GST and all taxes, rates, and cess and shall also be inclusive of the tax to be levied in respect of works contract under the Provision of Rajasthan Sales Tax on transfer of property in goods involved in the execution of Works Contract or any other tax as may be imposed during the current of the work.
- (20) In case of any dispute arising out of this tender the same shall be subject to Jaipur district jurisdiction only.
- (21) **The rates quoted by tenderer shall be inclusive** GST as applicable.
- (22) ICAI JAIPUR CHAPTER will issue one point of electricity to use with a sub meter and water shall be supplied free of cost by ICAI. The contractor has to make his own arrangement also for internal supply of water and electricity. Electricity charges shall be payable to on the basis of meter reading.
- (23) The contractor shall make his own arrangement to set up residential accommodation for his labors on site with prior approval of the Project coordinator ICAI
- (24) The contractor must not assign the contract nor must be sublet any portion of the contract except with the written consent of the Project Coordinator *ICAI*
- (25) Tenderers having any doubt as to the meaning of the Tender documents or as to anything to be done under the contract or concerning these instructions must inform the Project Coordinator ICAI in writing.

- (26) The contractor shall carry out all the works strictly in accordance with the drawings, details and instructions of the architects. If in the opinion of the architects, changes have to be made in the design, and they desire the contractor to carry out the same, the contractor shall be bound to comply. The architect's decision in such cases shall be final and shall not be open to arbitration.
- (27) The contractor shall not be entitled to any compensation for any loss suffered by him on account of delays in commencing or executing the work whatever the cause of delay may be, including delays arising out of modifications to the work entrusted to him or in any subcontract connected there-with or delays in awarding contracts for other trades of the project or in commencement or completion of such other works or in procuring Government controlled or other building materials or in obtaining water and power connection for construction purpose or for any other reason whatsoever and the awarder shall not be liable for any claim, in respect thereof. The awarder does not accept liabilities for any sum besides the tender amount, subject to such variations as are provided herein.
- (28) The successful Tenderer shall have a duly authorized civil engineer at the work site from the commencement of the work till the buildings are occupied by the Awarder. Contractor shall maintain on his staff a qualified engineer approved by the architects and awarder and such other office personnel as may be required for the efficient execution of works. Such civil engineer shall be authorized to act on behalf of the successful Tenderer to accept serving of notices of contract, and to agree to extras, of ICAI JAIPUR CHAPTER and a varied item of work, and rates for the same, any notice under the contract shall be given to engineer or sent by registered letter to his address at the work site. Such civil engineer shall not be changed and shall not leave the work site, during the duration of the contract, unless the consent of the awarder shall have been previously obtained. If the awarder shall require the successful Tenderer to carry out any rectification under the terms of the contract after the building is completed, the successful Tenderer shall have the same or another duly authorized civil engineer in site while such rectification are being carried out.

- (29) The successful Tenderer must co-operate with the other contractors, nominated sub-contractors appointed by the awarder, so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the architects.
- (30) The contractor's co-ordination with other contractors appointed by the awarder is essential to maintain smooth progress of work and any delays, which in the opinion of the architects/awarder is due to non-co-ordination and inefficient of the contractor, will not be entertained for any extension of time.
- (31) The Successful Tenderer shall submit within 10 days of signing the Contract, a detailed work program consisting of:
- Schedule for submission of samples.
 - Schedule for ordering of materials.
 - Schedule for delivery of materials.
- (32) Receipts for payments made on account of any work, should be signed by the contractor or any person duly authorized by him on his behalf.
- (33) The contractor will have to construct cement godown and shed for storing the materials which will then be taken for use in the presence of ICAI JAIPUR CHAPTER person. No materials will be allowed to be taken out from the site of works without the written permission of the award.

FORM OF TENDER

(NOTE: The General conditions of contract General Rules, Directions for guidance and instructions; Special conditions, Additional instructions for tenderers, all other documents contained in this book (folder) shall form part of the tender. Tenderers are required to fill up all the blank spaces in this form of Tender and Appendix.)

To:

PROJECT - COORDINATOR

ICAI JAIPUR CHAPTER,

Jaipur.

1. Having visited the site and examined the Instructions to Tenders, Drawing, General conditions of Contract, specifications and schedule of Quantities for the execution of the above named works, we the undersigned, offer to execute, complete and the whole of the said works in conformity with the said Instructions, drawings, general conditions of Contract, specifications and schedule of quantities for the contract sum of Rs.....
2. We undertake if our Tender is accepted to commence the work within 10 days of receipt of the Order to commence and to complete and deliver the whole of works comprised in the contract in days calculated from the last day of the aforesaid period in which the works are to be commenced.
3. We agree to abide by this tender for a period of 90 days from the date fixed for receiving the same and it shall remain binding upon us and may be accepted at time before the expiry of that period.
4. In the event of our Tender accepted and until a formal Agreement is prepared and executed this Tender together with your written acceptance thereof, shall constitute a binding obligation upon us.
5. We understand that you are not bound to accept the lowest or any tender you may receive.
6. We acknowledge receipt of the following circulars, letters,
Letter No. _____ Date: _____

And confirm we have taken account thereof in our Tender

Dated this _____ day of _____ 2020

Signature

ARTICLE OF AGREEMENT

Article of Agreement made on this _____ day of month _____ 2020
Between

(Hereinafter called awarder) _____ of the one part
and

Whose _____ registered _____ office _____ is _____ situated
at _____

(Hereinafter called "The Contractor") of the other part;

WHEREAS the awarder is desirous of SUPPLY, INSTALLATION AND TESTING OF
COMPUTER SYSTEM FOR ICAI JAIPUR CHAPTER at, 3-A Jhalana Institutional
Area, JAIPUR.

(Hereinafter called "the work")

And has caused Drawing and Bills of Quantities showing and describing the work to be done
to be prepared by or under the direction of PROJECT - COORDINATOR, ICAI JAIPUR
CHAPTER,
JAIPUR – 302004.

AND WHEREAS the Contractors has supplied the awarder with a fully priced copy of the
said Bills of Quantities (which copy is hereinafter referred to as the Contractor Bills.)

AND WHEREAS the Contractor has deposited the sum of Rupees

(Rupees _____
_____) with the award for the due performance of this Agreement.

NOW IT IS HEREBY AGREED AS FOLLOWS:

For the consideration hereinafter mentioned the contractor will, upon and subject to the conditions annexed, carry out and complete the work shown upon the Contract Drawings and described by or referred to in the Contract Bills and in the said conditions.

The awarder will pay the contractor the sum of Rupees _____ (Rupees _____) (Hereinafter referred to as "the Contract Sum") or such other sum as shall become payable here under at the times and in the manner specified in the said conditions.

The said Condition and all other documents thereto shall be read and construed as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the Conditions and perform the agreements on their parts respectively in such Conditions contained.

Signed by the said

AWARDER

In the presence of

Witness

Name

Address

Singed by the said in the

CONTRACTOR

Presence of

Witness

Name

Address

GENERAL CONDITIONS OF CONTRACT:**Clause 1: Security Deposit & Retention money:**

The person/persons whose tender may be accepted (hereinafter called the contactor). He has to submit a bank guaranty of 10 % of work value as security deposit, to PROJECT - COORDINATOR of ICAI JAIPUR CHAPTER. That will be refunded after defect liability period. The Retention Money of 5%, will be deducted from running bills. The amount deducted from running bill shall be released within one month from actual completion of work. The security deposit and retention money will not carry any interest.

Clause 2: Compensation for delay

The time allowed for carrying out the work as entered in the tender shall be strictly observed by the contractor and shall be reckoned from the date on which the order to commence work is given to the contactor. The work shall throughout the stipulated period of the contract be proceeded with all due diligence (time being deemed to be the essence of the contract on the part of the contractor) and for delay beyond two month, the contractor shall pay as compensation, an amount equal to one percent, of the contact amount every month.

The total amount of compensation to be paid under the provisions of this clause shall not exceed 10 percent of the contract amount.

Clause 3: Incentive for early completion.

In case of total work completed before scheduled time of completion, incentive @1% of contract amount, per month shall be paid extra.

Clause 4: Payments at reduced rates on account of items of work not accepted as completed to be at the discretion of the Technical Consultant.

The rates for several items of work estimated to cost more than Rs.10, 000 agreed to within, shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of work are not accepted as so completed the Technical Consultant may make payment on account of such items, at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

Clause 5: Extension of time.

If the contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidable hindered in its execution or on and other ground he shall apply in writing to the Technical Consultant before the expiry of the period stipulated in the tender or before the expiry of 30 days from the date to which he was hindered as aforesaid or on which the causes for asking for extension occurred. Whichever is earlier and the Technical Consultant may if in his opinion there are reasonable grounds for granting an extension, grant such extension as he thinks necessary or proper. The decision of PROJECT - COORDINATOR ICAI JAIPUR CHAPTER in this matter shall be final.

Clause 6: Final Certificate.

On completion of the work the contractor shall be furnished with a certificate by the Technical Consultant of such completion but no certificate shall be given nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work executed, all scaffolding surplus materials and rubbish and shall have cleaned of the dirt from all woodwork, doors, floor or other parts of any building, in or upon which the work has been executed, or on which he may have had possession for the purpose of executing the work or until the work shall have been measured by the Technical Consultant or where the measurements have been measured by the Technical Consultant or where the measurements have been taken by his subordinates until they have received the approval of the Technical Consultant, the said measurement being binding and conclusive against the contractor. If the contractor shall fail to comply with the requirements of this clause as to the removal of scaffolding, surplus materials and rubbish, and cleaning off dirt on or before the date fixed for the completion of the work, the Technical Consultant may at the expense of the contractor, remove such scaffolding, surplus materials and rubbish, and dispose of the same as he thinks fit and clean of such dirt as aforesaid, and the contractor shall forthwith pay the amount of all expenses so incurred but shall have no claim in respect of any such scaffolding or surplus as aforesaid except for any sum actually realized by the sale thereof.

Clause 7: Bill to be submitted monthly.

A bill along with detailed measurements recorded in measurement book shall be submitted by the contractor each month, and the Technical Consultant shall take or cause to be taken the

requisite measurement for the purpose of having the same verified and the claim so far as it is admissible shall be adjusted, if possible, within ten days from the presentation of the bill. If the contractor does not submit the bill, the Technical Consultant may depute a subordinate to measure up the said work in the presence of the contractor or his duly authorized agent whose counter signature to the measurement list shall be sufficient warrant and the Technical Consultant may prepare a bill from such list which shall be binding on the contractor in all respects.

Clause 8: Bill to be on printed form.

The contractor shall submit all bills on the printed forms to be had on application at the office of the Technical Consultant. The charges to be made in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in pursuance of these conditions and not mentioned or provided for in the tender, at the rate hereinafter provided for such work. Bill format as “PROFORMA A, B or C as applicable”.

Clause 9: Stores for material supplied by ICAI JAIPUR CHAPTER.

If some material like cement, steel, wood or other materials are supplied from the ICAI JAIPUR CHAPTER store (such material and stores, and the prices to be charged therefore as hereinafter mentioned being so far as practicable for the convenience of the contractor but not so as in any way to control the meaning or effect of this labour specified in the schedule or memorandum hereto annexed) to be used by him for the purpose of the construction only, and the value of the full quantity of materials and stores so supplied shall be set off or reduced from any sums then due, or thereafter to become due to the contractor under the contract, or otherwise or from the security deposit including retention money, if the deposit is held in ICAI JAIPUR CHAPTER and shall on no account be removed from the site of the work and shall at all times be open to inspection by the Technical Consultant. Any such materials unused and is perfectly in good condition at the time of completion or determination of the contract shall be returned to the ICAI JAIPUR CHAPTER stores, if the Technical Consultant so requires by a notice in writing given under his hand, but the contractor shall not be entitled to return any such material except with such consent and he shall have no claim for compensation on account of any such material supplied to him as aforesaid but remaining unused by him or for any wastage in or damage thereto.

Clause 10: Work to be executed in accordance with specification, drawings, orders etc.

The contractor shall execute the whole and every part of the work in the most substantial and workman like manner and both as regards materials and every other respect in strict accordance with specification. The contractor shall also confirm exactly fully and faithfully to the designs, drawing and instructions in writing relating to the work signed by the Technical Consultant and lodge in his office and to which the contractor shall be entitled to have access for the purpose of inspection in his office or on the site of the work during office hours.

Clause 11: Alternations in specifications and designs not to invalidate contracts. Rate for works not entered in estimate or schedule of the district. The rate of any item, not in the tender and not in DSR shall be decided, as a total of actual cost of material + actual cost of labour + 15 % on the sum of these two as contractor's O.H.& C.P.

Clause 12: No claim to any payment or compensation for alteration in or restriction of work.

Clause 13: Time limit for unforeseen claims.

Under no circumstances whatever shall the contractor be entitled to any compensation from ICAI JAIPUR CHAPTER on any account unless the contractor shall have submitted claim in writing to the Technical Consultant within one month of the cause of such claim occurring.

Clause 14: Action and Compensation payable in case of bad work.

If any time before the security deposit or any part thereof is refunded to the contractor it shall appear to the Technical Consultant or his subordinate in charge of the work, that any work has been executed with unsound imperfect or unskillful workmanship or with materials of inferior quality, or that any materials or articles provided by him for the execution of the work are unsound or of a quality inferior to that contracted for, or are otherwise not in accordance with the contract, it shall be lawful for the Technical Consultant to intimate this fact in writing to the contractor and then notwithstanding the fact that the work, materials or articles complained of may have been inadvertently passed, certified and paid for the contractor shall be bound forthwith to rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or if so required, shall remove the materials or articles so specified and provided other proper and suitable materials or articles at his own charge and cost and in the event of his failing to do so within a period to be specified by the Technical Consultant in the written intimation aforesaid, the contractor shall be liable to pay compensation at the rate of one percent on the amount of the estimate for

every day not exceeding 10 days, during which the failure so continues and in the case of any such failure the Technical Consultant may rectify or remove and re-execute the work or remove and replace the materials or articles complained of as the case, may be at the risk and expense in all respects of the contractor. Should the Technical Consultant consider that any such inferior work or materials as described above may be accepted or made use of it shall be within his discretion to accept the same at such reduced rates as he may fix therefore.

Clause 15: Works to be open to inspection. Contractor or responsible agent to be present.

All works under or in course of execution or executed in pursuance of the contract shall at all times be open to the inspection and supervision of the Technical Consultant and his subordinates, and the contractor shall at all time during the usual working hours. and at all other times at which reasonable notice of the intention of the Technical Consultant or his subordinate to visit the works shall have been given to the contractor, either himself be present to receive orders and instructions, or have responsible agent duly accredited in writing present for that purpose. Orders given to the contractor's duly authorized agent shall be considered to have the same force and effect as if they had been given to the contractor himself.

Clause 16: Notice to be given before work is covered up.

The contractor shall give not less than five days notice in writing to the Technical Consultant or his subordinate in charge of the work before covering up or otherwise placing beyond the reach of measurement and work in order that the same may be measured and correct dimension thereof taken before of measurement any shall not cover up or placed beyond the reach of measurements any work without the consent in writing of the Technical Consultant or this subordinate in charge of the work, and if any work shall be covered up or placed beyond the reach of measurement without such notice having been given or consent obtained, the same shall be uncovered at the contractor's expense and in default thereof no payment of allowance shall be made for such work or for the materials with which the same was executed.

Clause 17: Contractor liable for damage done and for imperfection.

If during the period of 6 months from the date of completion as certified by the Technical Consultant pursuant to clause-6 of the contract or 6 months after completion ICAI JAIPUR

CHAPTER the work, whichever is earlier in the opinion PROJECT - COORDINATOR ICAI JAIPUR CHAPTER, is defective in any manner whatsoever, the contractor shall forthwith on receipt of notice in that behalf from PROJECT - COORDINATOR ICAI JAIPUR CHAPTER duly commence execution and completely carry out at his cost in every respect all the work that may be necessary for rectifying and setting right the defect specified therein including dismantling and reconstruction of unsafe portions strictly in accordance with and in the manner prescribed and under the supervision of PROJECT - COORDINATOR ICAI JAIPUR CHAPTER in the event of the contractor failing or neglecting to commence execution of the said rectification work within the period prescribed therein the said notice and/or to complete the same as aforesaid as required by the said notice. PROJECT - COORDINATOR ICAI JAIPUR CHAPTER will get the same executed and carried out by any other agency at the risk on account and at the cost of the contractor. The contractor shall forthwith on demand pay to the ICAI JAIPUR CHAPTER the amount of such costs, charges and expenses sustained or incurred by the ICAI JAIPUR CHAPTER of which the certificate of PROJECT - COORDINATOR ICAI JAIPUR CHAPTER shall be : final and binding on the contractor. The ICAI JAIPUR CHAPTER shall be entitled to deduct the same from any amount which may then be payable or which may thereafter becomes payable by the ICAI JAIPUR CHAPTER to the contractor either in respect of the said work or any other work whatsoever, or from the amount of the security deposit retained by ICAI JAIPUR CHAPTER.

Clause 18: Completion of furniture works with repair of exiting related work (if any repair required that will be separately paid) to hand over in proper running condition: Contractors to supply machinery etc. And is liable for damages arising from non-provisions of lights, fencing etc.

The contractor shall supply at his own cost all materials in accordance with the contract, plant, tools, appliances, implements, ladders, cordage, tackle, scaffolding and any temporary work which may be required for the proper execution of the work, in the original altered or substituted form and in the specification or other documents forming part of the contract or referred to in these conditions or not and which may be necessary for the purpose or satisfying or complying with the requirements of the Technical Consultant as to any matter on which under these conditions he is entitled to be satisfied. or which he entitled to require together with carriage therefore, to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or

examination at any time and from time to time of the work or materials. Failing this the same may be provided by the Technical Consultant at the expense of the contractor and the expenses may deducted from any money due to the contractor under the contract or from his security deposit or the proceeds of sale thereof a sufficient portion thereof. The contractor shall provide all necessary fencing and lights required to protect the public from accident and shall also be bound to bear the expenses of defense every suit, action or other legal proceedings at law that may be brought by any person for injury sustained owing to neglect of the above precautions, and to pay damages and the costs which may be awarded in any such suit, action or proceedings to any such person or which may with the consent of the contractor be paid in compromising any claim by any such person.

Clause 19: Providing drinking water.

The contractor shall make his own arrangement for providing drinking water facility for the labour employed by him.

Clause 20: Liability of contractors for any damage done in or outside work area.

Compensation for all damage done intentionally or unintentionally by contractor's labours whether in or beyond the limits of ICAI JAIPUR CHAPTER property shall be estimated by the Technical Consultant or such other person as he may appoint and the estimates of the Engineer-in-charge subject to the decision of PROJECT - COORDINATOR ICAI JAIPUR CHAPTER on appeal shall be final and the contractor shall be bound to pay the amount of the assessed compensation on demand failing which the same will be recovered from the contractor as damages deducted by the Technical Consultant from any sums that may be due to or become due from ICAI JAIPUR CHAPTER to the contractor under this contract or otherwise.

Clause 21: The contractor shall maintain sanctity and serenity congenial to ICAI JAIPUR CHAPTER.

Clause 22: Work not to be sublet. Contract may be rescinded and security deposit forfeited for subletting it without approval.

The contract shall not be assigned or sublet without the written approval of the Technical Consultant. And if to do, or become insolvent or commence any proceedings to the adjudicated and insolvent or make any composition with his creditors, or attempt so to do the Technical Consultant may by notice in writing, rescind the contract. In the event of a contract

being rescinded, the security deposit of the contractor shall thereupon stand forfeited and be at the disposal of ICAI JAIPUR CHAPTER and same consequences shall as ensue as if the contract had been rescinded under clause 3 hereof and in addition the contractor shall not be entitled to recover or be paid for any work therefore actually performed under the contract.

Clause 23: Sum payable by way of compensation to be considered as reasonable compensation without reference to actual loss.

All sums payable by a contractor by way of compensation under any of these conditions shall be considered as a reasonable to the applied of the use of ICAI JAIPUR CHAPTER without reference to the actual loss or damage sustained and whether any damage has or has not been sustained.

Clause 24: Changes in the constitution of firm to be notified.

In the case of a tender by partners, any change in the constitution of a firm shall be forthwith notified by the contractor to the Technical Consultant for his information.

Clause 25: Works to be executed under direction and contract of Technical Consultant

All works to be executed under the contract shall be executed under the direction and subject to the approval in all respect of the Technical Consultant who shall be entitled to direct at what point or points /and in what manner they are to be commenced, and from time to time, carried on.

Clause 26: Lump sums in estimates.

When the estimate on which a tender is made includes lump sums in respect of parts of the work, the contractor shall be entitled to payment in respect of times of work involved or the part of the work in question at the same rates as are payable under this contract for such items, or if the part of the work in question is not opinion of the Technical Consultant capable of measurement, the Technical Consultant may at his discretion pay the lump-sum amount entered in the estimate and the certificate in writing of the Technical Consultant shall be final and conclusive against the contractor with regard to any sum or sums payable to him under the provisions of this clause.

Clause 27: Action where no specification.

In the case of any class of work for which there is no such specification, such work shall be carried out in all respect in accordance with instruction and requirement of the Architect/Engineer-in-charge or as per C.P.W.D. specifications.

Clause 28: Definitions of work

The expression 'works' or 'work' where used in these conditions shall, unless there be something in the subject or context repugnant to such construction be construed to mean the work or the works contracted to be execute under or in virtue of the contract, where temporary or permanent and whether original, substituted or additional.

Clause 29:

The contractor shall be responsible for and shall pay compensation to his workmen payable under the Workmen's compensation Act, 1923 (VII of 1923), (hereinafter called the said Act) for injuries caused to the workmen. If such compensation is payable and or paid by ICAI JAIPUR CHAPTER as caused sub-section (1) of section 12 of the said Act on behalf of the contractor, this shall be recoverable by ICAI JAIPUR CHAPTER from the contractor under sub-section (2) of the said section. Such compensation shall be recovered in the manner laid down in clauses 1 above. The contractor shall pay provident fund as applicable from time to time on salaries, wages paid by him. All necessary safety and labour insurance third party insurance it specified of contractor, which shall be submitted before starting the work.

Clause 30: The contractor shall be responsible for and shall pay the expense of providing medical aid to any workman who may suffer a bodily injury as a result of an accident if such expenses are incurred by ICAI JAIPUR CHAPTER the same shall be recoverable from the contractor forthwith and be deducted without prejudice to any remedy of ICAI JAIPUR CHAPTER from any amount due or that may become due to the contractor.

Clause 31: The contractor shall provide all necessary personal safety in equipment and first-aid apparatus available for the use of the persons employed on the site and shall maintain the same in condition suitable for immediate use at any time and shall comply with the following regulation in connection therewith :-

a) The worker shall be required to use the equipment so provided by the contractor and the contractor shall take adequate steps to ensure use of the equipment by those concerned.

b) Adequate provision shall be made for prompt first-aid treatment of all injuries likely to be sustained during the course of the work.

Clause 32: Claim for quantity of works entered in the tender or estimate.

Quantities in respect of the several items shown in the tender are approximate and no revision in the tendered rates shall be permitted in respect of any of the items.

Clause 33: Claim for compensation for delay in the execution of work on account of water logging.

No compensation shall be allowed for any delay in execution of the work on account of water standing in foundation pits. The rates are inclusive for hard or enriched soil excavation in mud, sub-soil water or water standing in pits and no claim for an extra rate shall be entertained.

Clause 34: Entering upon or commencing any portion of work.

The contractor shall not enter upon or commence any portion of work except with written authority an instruction of the Technical Consultant or of his subordinate in-charge of the work. Failing such authority the contractor shall have no claim to ask of measurements of or payment for work.

Clause 35: Payment of fair wages.

The contractor shall pay fair and reasonable wages to the workmen employed by him in the contract undertaken by him. In the event of any dispute arising between the contractor and his workmen on the grounds that the wages paid are not fair and reasonable, the dispute shall be referred without delay to the Technical Consultant who shall decide the same. The decision of the Technical Consultant shall be conclusive and binding on the contractor, but such decision shall not in any way affect the condition in the contract regarding the payment, the payment to be made by ICAI JAIPUR CHAPTER at the sanctioned tender rates.

Clause 36: Method of payment.

Payment to contractors shall be made by cheque account payee/NEFT/RTGS on any Nationalized Bank convenient to ICAI JAIPUR CHAPTER, based on the bill submitted by the contractor as per work done. Payment shall normally be paid 75% within a period of 5 days and remaining shall be paid within 3 weeks from the date of receipt of bill. However in case

of delay payment for reasons beyond the control of ICAI JAIPUR CHAPTER no interest shall be payable.

Clause 37: Acceptance of conditions compulsory before tendering the work.

Any contractor who does not accept these conditions shall not be allowed to tender for works.

Clause 38: The rates to be quoted by the contractor must be inclusive of sales tax, cess etc. No. extra payment on this account will be made to the contractor.

Clause 39 A: Minimum wages act.

The contractors are bound to pay to the laborers wages according to the Minimum Wages Act, 1948 applicable to the Zone.

Clause 40: Income Tax Clarification

The contractors shall have to furnish Income Tax assessment order and date on which he/they is/are assessed before his tender is accepted.

Clause 41: Contract Labour Act.

The contractor shall duly comply with all the labour laws applicable and all other relevant statues and statutory provisions concerning payment to wages particularly to workmen employed by the contractor and working on the site of the work. . If the contractor fails or neglects to pay wages at the said rates or makes short payment and the ICAI JAIPUR CHAPTER makes such payment of wages in full or part thereof less paid by the contractor, as the case may be, the amount so paid by the ICAI JAIPUR CHAPTER to such workers shall be entitled to recover the same as such from the Contractor or deduct the same from the amount payable by the ICAI JAIPUR CHAPTER to the contractor hereunder or from any other amount/s payable to him by the ICAI JAIPUR CHAPTER.

Clause 42: Price escalation

No price escalations shall be payable to contractor for this work.

Clause 43: Relations with Public Authorities

The Contractor shall make sufficient arrangements for draining away the sewage water as well as water coming from the bathing and washing places and shall dispose of this water in such a way as not to cause any substance. He shall also keep the premises clean by employing

sufficient number of sweepers. The Contractor shall comply with the rules, regulations, byelaws and directions given from time to time by any local or public authority connection with this work and shall pay fees or charges which are to be levied on him without any extra cost to ICAI JAIPUR CHAPTER.

Clause 44: Quality Assurance of tender

The work will be awarded only to those contractors who are considered to be responsible bidders, capable of performing the class of work to be completed before passing the final award any or all bidders may have to show that he has the necessary experience, facilities, ability and financial resources to execute the work in satisfactory manner and also within the stipulated time. The bidders may also be required to furnish to the ICAI JAIPUR CHAPTER a statement in respect of their experience and financial resources.

1. To ensure the specified quality of work which will also include necessary surveys, temporary works etc. The contractor shall prepare a quality assurance plan and get the same approved from the Technical Consultant within one month from the date of work order. For this, the contractor shall submit an organization chart of the technical personnel to be deployed on the work along with their qualification defining the functions of reporting, supervising, inspecting and approving. The contractor shall also submit a list of tools, equipment and the machinery and instrumentation which he proposes to use for the construction and for testing in the field and/or in the laboratory and monitoring. The contractor shall modify/supplement the organization chart and the list of machinery, equipment etc., as per the direction of the Technical Consultant and shall deploy the personnel and equipment on the field as per the approved chart and list respectively, the contractor shall submit written method statements detailing his exact proposals of execution of the work in accordance with the specification. He will have to get these approved from the Technical Consultant. The quality of the work shall be properly documented through certificates, records, check lists and log books of results etc. Such records shall be complied from the beginning of the work and be continuously updated and supplemented and this will be the responsibility of the contractor. The forms should be got approved from the Technical Consultant.

2. The tendered rates are for completed work and include all cost due to labors, all leads and list involved and if further necessity scaffolding tools and necessary curing etc., complete.

Clause 45: Deduction of Income Tax

Income Tax on the gross amount of the bill shall be recovered from each bills as per prevailing Government Rules. However a tax deduction certificate shall be issued on request.

ADDITIONAL INSTRUCTIONS TO TENDERER WHILE TENDERING FOR THE WORKS**1. Payments:**

The Tenderers must understand clearly that the rates quoted are for completed work with existing work and include all cost due to labors, all leads and lifts involved curing and if further necessitated, scaffolding, plants, supervision, service works, power etc. and to include all to cover the cost of right and round-the-clockwork as and when required and no claim for additional payment beyond the prices or rates quoted will be entertained and the Tenderers will not be entitled subsequently to make any claim on the ground of any representation or on any promise by any person or on the ground of any failure on his part to obtain all necessary information for the purpose of making his tender and fixing the several prices and rates therein relieve him from any risks or liabilities arising out of the tender.

2. Initial Measurement for Record:

Where for proper measurements of the work it is necessary to have an initial set of levels or other measurements taken the same as recorded in the authorized field book or M.B. by the Technical Consultant or his authorized representative, will be signed by the contractor who will be entitled to have a true copy of the same made at his cost. As far as possible a person deputed by the contractor shall jointly take the measurements with Technical Consultant or his representative. Any failure on the part of the contractor to get such level etc. recorded before starting the work will render him to accept the readings marked by Technical Consultant. The record of such measurements on the ICAI JAIPUR CHAPTER site will be signed by the Contractor and he will be entitled to have a true copy of the same made at his cost.

3. Handing Over of work:

All work and materials before finally taken over by the ICAI JAIPUR CHAPTER will be entire liability of the Contractor for guarding, maintaining and making good any damages of any magnitude. Interim payments made for such work will not alter his position.

The handing over by the Contractor and taking over by the Technical Consultant or his authorized agent will be always in writing and copies will go to the Technical Consultant, his authorized representative and the Contractor. It is however, understood that before taking over such work ICAI JAIPUR CHAPTER will not put it to its regular use as distinct from casual or incidental one, except as specifically mentioned in this contract or mutually agreed to.

4. Samples and Testing of Materials:

i) All materials to be used on work, such as cement, lime, brick, aggregates steel, stone asphalt, wood, tiles etc. shall be got approved in advance from the Technical Consultant and shall pass the tests and analysis required by him/her, which will be (a) as per specification of the items concerned and or (b) I.S.I. specifications (whichever and wherever applicable) or (c) such recognized specification acceptable to the Technical Consultant as equivalent there to or in the absence such authorized specifications (d) such requirement/tests/and or analysis as may be specified by the Technical Consultant in the order of precedence given above.

ii) The contractor shall at his risk and cost make all arrangement and/or shall provide for all such facilities as the Technical Consultant may require for collecting, preparing and forwarding required number of samples for tests or for analysis at such time and to such places or place as may be directed by the Technical Consultant and bear all charges and cost of testing samples shall also be deposited with the Technical Consultant till sent for testing.

iii) The contractor shall if and when required submit at his cost the samples of materials to be tested or analyzed and if so directed shall not make use or incorporate in the work any material represented by the samples until the required analysis have been made and after the test of the materials finally accepted by the Technical Consultant.

(iv) The testing charges of materials will be borne by the contractor except for cement and steel.

5. Co-ordination:

When several agencies for different sub works of the project are to work simultaneously on the project site there must be full co-ordination between the contractors to ensure timely completion of the whole project smoothly. The Scheduled dates for completion specified in each contract shall therefore be strictly adhered to Each contractor may make his independent arrangement for water power housing etc. if they so desire on the other hand the contractors are at liberty to come to mutual agreements in this behalf and make joint agreement with the approval of the Technical Consultant. No contractor shall take or cause to be taken any steps or action that may cause disruption or disturbance to work labours or arrangement etc. of other contractor in the project locality. Any action by any contractor which the Technical Consultant in his unquestionable discretion may consider as infringement of the above code would be considered as breach of the contract and shall be dealt with accordingly.

In case of any dispute or disagreement between the various contractors the Technical Consultant's decisions regarding the Co-ordination cooperation and facilities to be provided by any of the contractors shall be final and binding on the contractor & such a decision shall not vital any contract nor absolve the contractor of his obligation under the contract nor form the grounds for any claim or compensation.

6. Temporary Quarter:

The contractor shall at his own expense maintain sufficient experienced staff etc. required for the work and shall make his own arrangements for housing such staff with all necessary amenities. General layout plan for such structure shall be got approved from the Technical Consultant it will be the responsibility of the contractor to get his layout plan of temporary structure approved from the local competent authorities.

7. SAFETY MEASURES AND AMENITIE:**7.1 Safety Measures:**

The contractor shall take all necessary precautions for the safety of the workers and preserving their health while working on such jobs as enquired special protection and wherever required. The following are some of the requirement listed though not exhaustive the contractor shall also comply with the directions issued by the Technical Consultant in this behalf from time to time and at all times.

1. Providing protective foot-wear to workers in situation like mixing and mortar or concrete in quarries and place where the work is to be done under too much wet conditions as also for movements over surfaces infested with oyster growth.
2. Providing protective head ware to workers to workers to protect them against accidental fall of materials from above.
3. All safety measures must be taken in light of COVID 19 pandemic i.e. masks, gloves, proper sanitization, etc. at site.

7.2 Amenities:

1. Supply workman with proper belt ropes etc when working on any masts cranes circle-hoist dredger etc.
2. Taking necessary steps towards training the workers concerned of the user of machinery before they are allowed to handle it independently and taking all necessary precautions in and around the areas where machines hoists and similar units are working.
3. Avoiding bare live wires etc. as would electrocute workers.
4. Making all platforms staging and temporary structures sufficient strong and not causing the workmen and supervisory staff to take undue risks.
5. Providing sufficient first aid trained staff and equipment to be available quickly at the work site to render immediate first-aid treatment in case of accident due to suffocation drowning and other injuries.
6. Providing full length gum boots leather hand gloves to the labor handling vibrators in cement concrete and also where use of any or all these items is essential in the interest of health and well-being of the laborer's in the opinion of the Technical Consultant.

8. Miscellaneous:

9.1 It is presumed that the contractor has gone carefully through the standard specification and studied of site conditions before arriving at rates quoted by him. The special provisions and detailed specification of wording of any item shall gain precedence over the corresponding contrary provisions in the standard specification given without reproducing the details in contract .Decision of Technical Consultant shall be final in case of interpretation of specification.

9.2 If the standard specification fall short for the items quoted in the schedule of this contract reference shall be made to the latest Indian standard specifications. If any of items of this contract do not fall in reference quoted above the decision and specification as directed by the Technical Consultant shall be final.

9. Definitions.:

- a) Under excluded by or repugnant to the contents a) the expression ICAI JAIPUR CHAPTER as used in the tender documents shall mean the ICAI JAIPUR CHAPTER. Jaipur Rajasthan and AWARDER
- b) The expression PROJECT - COORDINATOR as used in the tender papers shall mean PROJECT - COORDINATOR ICAI JAIPUR CHAPTER Jaipur.
- c) The expression Technical Consultant as used in the tender paper shall means the Architect of the work deputed by ICAI JAIPUR CHAPTER Jaipur.
- d) The expression Contractor as used in the tender papers shall means the successful Tenderer whose tender has been accepted and who has been authorized to proceed with the work.
- e) The expression contract as used in the tender papers shall mean the deed of contract together with all its original accompaniments and those later incorporated in it by mutual consent.
- f) The Expression plant as used in the tender paper shall means every temporary accessory, appliance, equipment as considered necessary by the Engineer to execute, construct, complete and maintain the work and all altered, modified, substituted and additional works ordered in the time and the manner herein provided and all temporary materials and special and other articles and appliance of every sort, kind and description whatsoever intended or used therefore.

10. Testing:

- 10.1 The contractor shall make field arrangements for testing of all materials required for the completion of work.

SPECIAL CONDITIONS OF CONTRACT:

1. The items listed in contract shall be prepared at the factory/workshop of the contractor/vendor. No carpentry work shall be done at the site.
2. The contractor/vendor is bound to deliver the specific items in desired quantity within the required time period as mentioned in the tender.
3. The samples of item shall be first examined by the Technical Consultant. The changes should be made if any directed by the Technical Consultant as per the specifications mentioned in the contract.
4. All the vendors/contractors shall be coordinated by the Technical Consultant along with the Project Coordinator ICAI Jaipur Chapter, Jaipur.
5. Contractors shall pay any local charges relating to execution of work.
6. Contractor shall allow for all wastages in the rates.
7. No extras shall be paid, quantity sheets and drawings both are to be considered jointly and Technical Consultant is the final authority for the interpretation.
8. Tenderers shall go through all documents before quoting rates and provide for necessary cost as may be included in either bill or material or specifications.
9. Work shall be done at nights, non-office hours and holidays without extra charge, if necessary.
10. Materials supplied by owner shall be used only in owner's work.
11. Site instruction shall be deemed for proper execution, and shall be carried out without extra charge.
12. Contractors shall insure whole work against fire, Duty of Care and third party. Refer "Performa F".
13. Only contractors that have successfully completed work of this nature and can produce proof thereof will be considered for this contract. The Owner reserves the right to request such proof after the quotation has closed.
14. The contractor will be held responsible for any damage what so ever to the existing premises and will carry out repairs or repainting to the complete satisfaction of the Owner at his own cost.
15. Final payment will only be made after the building site has been thoroughly cleaned of all building materials or rubble.

APPENDIX TO GENERAL CONDITIONS OF CONTRACT

A	Mobilization Period	3rd Day from the date of Work Order
B	Date of Commencement of work on site	Within 7 days from the date of Work order
C	Completion Period	90 days from date of work order/mobilization whichever is later
D	Date of virtual completion	90 days from date of commencement
E	Earnest Money Deposit	2% of estimated project cost by Demand Draft
F	Security Deposit	10% of tendered amount
G	Retention Money	5% of the running bill
H	Defects Liability Period	6 months from Virtual Completion
I	Period of Final Measurement	30 Days
J	Frequency of Interim Bills	15 Working days
K	Period of honoring Interim Certificate	15 Working days
L	Period of Running Bill	15 days from the date of supply of order

Signature of Contractors:

Witness:

The Contractor will be expected to submit, along with Interim Bills, “Proforma A” duly filled in and serially numbered with dates for all extra and deviated items of work. In absence of these, the extra / deviated items will not be certified for payment. The Contractor will be expected to submit with the Final Bill “Proforma B” duly completed.

The Contractor will be expected to submit running bills, “Proforma C” dully filled in and serially numbered with dates for all finished items of work supplied at site.

PROFORMA A

DEVIATIONS (INTERIM)

NAME OF WORK:

INTERIM BILL NO. :

			Tender Provision Rs.	Actual Amount Rs.	Excess (+) / Savings (-)	Remarks
1	Deviated Items	+				
2	Extra Items	+				
3	Deleted Items	-				
4	Tender Items (As executed)					
	Actual cost (as executed)					
	Less tender cost					
	Net Excess / Saving	0				

Date & Signature of Tenderer:

Date & Signature of Project Coordinator:

Date & Signature of Technical Consultant:

PROFORMA B

DEVIATIONS (FINAL)

NAME OF WORK:

INTERIM BILL NO. :

Tender provision	Actual Amt.	Excess (+) Rs.	Savings (-) Rs.	Remarks.
Deviated Items (+)				
Extra Items (+)				
Deleted Items (-)				
Net Excess / Savings				
Tender Items (As executed)				
Actual Cost (As Executed) LESS Tender Cost				
Net Excess / Saving				

Date & Signature of Tenderer:

Date & Signature of Project Coordinator:

Date & Signature of Technical Consultant:

PROFORMA C

RUNNING A/C BILL

Name of Contractor/Agency: _____

Name of Work: _____

Sr. No. of this Bill: _____

No. and Date of Previous Bill. _____

Reference to Agreement No. _____

Date of Written Order to Commence. _____

Date of Completion as per Agreement. _____

Sr. No.	Item description	Unit	Rate (Rs.)	As per Tender		Upto Previous R/A Bill		Upto Date (Gross)		Present Bill		Remarks
				Qty.	Amt. (Rs.)	Qty.	Amt. (Rs.)	Qty.	Amt. (Rs.)	Qty.	Amt. (Rs.)	
1.	2.	3.	4.	5.		6.		7.		8.		9.

NOTE:

1. If Part Rate is allowed for any Item, it should be indicated with reasons for allowing such a Rate.
2. If Adhoc Payment is made, it should be mentioned specifically.

Net value since previous bill:

Date & Signature of Tenderer:

Date & Signature of Project Coordinator:

Date & Signature of Technical Consultant:

PROFORMA D**REPORT OF VIRTUAL COMPLETION**

Draft of letter to be written by the Contractor to the Technical Consultant in connection with the Virtual Completion Certificate as per the relevant clause.

"Having executed the work in terms of the Contract, we hereby certify that we have virtually completed the works covered by our Contract Agreement.

We hereby certify that the work has been executed wholly conforming to drawings, specifications and instructions of Technical Consultant.

We do certify further that we have executed the work in accordance with the applicable laws and without any transgression of such laws."

NOTE: The Virtual Completion Certificate will be endorsed by the Technical Consultant as having examined the works and certifying that work has been executed as per detailed drawings and specifications.

Date & Signature of Tenderer:

Date & Signature of Technical Consultant:

PROFORMA E**SCHEDULE OF EXCEPTION AND DEVIATIONS**

The bidder shall include in a schedule all exceptions or deviations made from the bidding documents of whatever nature included in the proposal.

Unless exceptions and deviations are stated in this schedule, the bidder will be deemed to have agreed with the conditions and specifications as stated in the bidding documents.

Each bidder shall be free in his proposals to indicate deviations and / or exceptions and / or alternative to these bidding documents.

Item	Ref. Clauses	Description of Exceptions and / or Deviations
-------------	---------------------	--

Signature of Tenderer:

Signature of Technical Consultant:

Signature of Project Coordinator:

PROFORMA F

CONTRACTORS' LIABILITY AND INSURANCE SUMMARY

Name & Number of Policy with description	Value of Insurance	Validity Period	Loss or damage to work insurance (covered under policy) or any part thereof and all materials at site from any cause whatsoever
1.	2.	3.	4.

a)

b)

c)

Damage, loss or injury to any property of the ICAI or Consultant or his agents or servants	Claims under the Workman compensation Act 1923, the Minimum Wages Act 194_ & Contract Labour (Regulation & Abolition) Act 197_	Remarks
5.	6.	7.

a)

b)

c)

NB: Details of further policies if any taken and the loss or damage if any under that policy may please be indicated separately at appropriate places.

Signature of Contractor

Address:

Witness: _____

PROFORMA G**EQUIPMENT TO BE DEPLOYED AT SITE**

The Tenderer shall specify in the form given below list of proposed equipment to be deployed for the work if awarded to the Tenderer.

TYPE	NUMBER	MAKE	CAPACITY	LOCATION

SIGNATURE OF TENDERER

PROFORMA H**SCHEDULE OF PROPOSED SITE ORGANISATION**

The Tenderer is to indicate here the proposed site organization he proposes to set up for execution of the work. It is understood that this will be augmented from time to time depending upon the requirement for timely construction of work, as directed by Architect – in – charge.

BIO-DATA OF SITE-IN-CHARGE & KEY PERSONNEL

SIGNATURE OF TENDERER

PROFORMA I**PERFORMA FOR APPLICATION BY CONTRACTOR FOR EXTENSION OF TIME**

1. Name of the Contractor
2. Name of the Work as given in the Agreement
3. Agreement W O
4. Tender Amount
5. Date of Commencement of Work
6. Period allowed for Completion as per Agreement
7. Date of Completion as per Agreement
8. Period for which Extension of Time has been given

		Date	Month	Year
a)	1 st Extension vide ICAI's Letter No.			
b)	2 nd Extension vide ICAI's Letter No.			
c)	3 rd Extension vide ICAI's Letter No.			

9. Reasons for which extensions have been previously given (Copies of the previous applications should be attached)

10. Period for which extension is applied for and the reasons thereof including hindrances, time for extra work assigned, if any etc.

Signature of Contractor & Seal:

Signature of Technical Consultant:

Signature of Project Coordinator:

GENERAL SPECIFICATIONS

These specifications are for work to be done, items to be supplied and materials to be used in the works as shown and defined on the drawings and described herein all under supervision and to the entire satisfaction of the Technical Consultant & Owner.

The workmanship is to be the best available and of a very high standard, use must be made of specialist tradesmen in all types of work and necessary allowance must be made for the same in the rates quoted.

The materials and items to be provided by the contractor shall be the best of their respective kinds as specified in the tender and in accordance with the samples approved, where materials or products are specified in these specifications and/or Bill of Quantities by the name of the manufacturer of the brand name, trade name or catalogue reference, the contractor will require to obtain prior approval of the Technical Consultant and owner for using substitute material or product. The contractor shall produce all invoices, vouchers or receipted accounts for any materials if called upon to do so by the Technical Consultant and owner.

Should any materials be rejected by the Technical Consultant /owner, they will be removed from the site at the Contractor's expense. Also the contractor will be required to submit specimen finishes of colors, fabrics, etc. for approval of Technical Consultant / owner before proceeding with the works. Should it be necessary to prepare shop drawings, and then four copies of such drawings shall be submitted for approval of the Technical Consultant who will retain two copies, all at the Contractor's expenses.

DESKTOP COMPUTER

1. The desktop computers shall be used in the computer lab for educational training of the students.
2. The specification covers the supply, installation and commissioning of Desktop computer system.
3. The tenderer shall study the specification and satisfy himself thoroughly and shall take full responsibility of the smooth, reliable and safe working.
4. All items of instrument shall be completed in all respects and any instrument not covered in the specification but essential for proper installation, operation and maintenance of the instrument shall be included by the vendor in his offer and the reasons for such inclusion shall be clearly stated.

THIN CLIENT NETWORKING SOLUTION

Thin client system shall be used in computer lab. In thin Client Solution, a machine shall be setup with good processing power & RAM as a SERVER. All software programs are loaded on the SERVER. The NODES (without any hard disk and with minimal processing power) are connected together through a standard RJ45 Networking. The Nodes use the computing

power of the server and thus allows the user to run high end applications with adequate performance.

- One more brand i.e. **zero client Computer System** will also be considered eligible for bidding for Tender in respect of supply, installation and testing of Computer System.

SCOPE OF WORK

- a) The scope of work includes supply, installation and commissioning of COMPUTER System as specified in this specification.
- b) Supply of necessary spares.
- c) Packaging, forwarding, transport, insurance, loading, unloading, precaution against damage during transit etc.
- d) Performance Guarantee.
- e) Two sets of operation and maintenance manuals.
- f) Test Certificate: Vendor shall provide all necessary test certificates

SAFETY

All equipment items shall be complete with approved safety devices, wherever a potential hazard to personnel exists, and with provision for safe access to personnel to and around the instrument for operational and maintenance functions.

TEST AND INSPECTION

1. Inspection of the equipment will be done at ICAI JAIPUR BRANCH NEW BUILDING.
2. The vendor shall demonstrate all the features of the equipment mentioned in the technical specification.
3. The vendor is solely responsible for installation, commissioning and making the complete system operational at user's site.

OPERATION CONDITIONS

1. All equipment shall be designed for smooth, efficient and trouble free operation in tropical humid climate of 45° C ambient and a humidity of 90%.
2. In cases where the offer deviates from the specification, the tenderer shall indicate clearly in his offer the specification proposed by him along with details thereof and the reasons for the deviation. Each exception to the specification or other parts of the tender document shall be listed separately by the tenderer. If exceptions are not clearly listed they will not be considered by the Purchaser later.

DISPATCH CLEARANCE

The vendor shall deliver the instrument to ICAI JAIPUR BRANCH only after obtaining clearance for dispatch by PROJECT COORDINATOR, ICAI JAIPUR BRANCH.

INSTALLATION AND COMMISSIONING

1. It is to be noted again that supply, installation and commissioning of the system with all accessories, auxiliaries, and any item not covered in the specification but essential for proper installation, operation and maintenance of the COMPUTER and CCTV System shall be included and executed by the tenderer.
2. The supply will not be deemed complete until the commissioning trial of the whole system is carried out by the tenderer at ICAI JAIPUR BRANCH NEW BUILDING successfully.

PERFORMANCE AND GUARANTEE

All necessary tests shall be carried out at ICAI JAIPUR BRANCH NEW BUILDING by the tenderer to demonstrate whether performance of the instrument conforms to the relevant standards and specifications and meets the functional requirement indicated in the specification.

TECHNICAL SPECIFICATIONS

1. THIN CLIENT COMPUTER SYSTEM

Supply, Installation and testing of thin client Computer system with below mentioned Specifications:

SR.NO.	PRODUCT NAME/DETAILS
01	<p>Thin Client :Technical Specification</p> <p>Processor:-Minimum A9 Quad-Core 2.0Ghz Memory:-1 GB RAM Minimum Storage:-8GB Flash Minimum Protocol:-Shared Computing Protocol (SCP) OS Support:-Windows & Linux Ethernet:-10/100/1000 MBPS Display Port:-1xHDMI & 1 x VGA USB Port :-3x3.0 Audio Out:- 1x3.5mm Mic output jack Power:- 1x5V,DC Color:-Black (Matte Finish) Mount:-Unique Hide Vesa Mount kit</p> <p>Management software Specification:-</p> <ul style="list-style-type: none"> • Desktop Broadcasting:-Admin Can Display their Desktop to User for training or teaching Purpose. • Instant Message:-Admin Communicate with user easily • User Management:-Admin can View and take Control of User's Desktop • Multimedia Support:-Thin Client Support PC Quality Video & Audio • High User Density:-Low CPU Bandwidth Consumption allows a host to be shared by More Users. • Peripherals Support:-Users can Connect Standalone Printer & Pen Drive • Disable USB Peripherals • Remote log in/off <p>Warranty: 3 years</p>
02	<p>Server - Feature Technical specification</p> <p>Processor:-Up to one Intel® Xeon® E-2224G with up to 4 cores per processor Memory:- Minimum 16GB Ram Support 4x DDR4 DIMM slots, UDIMM, up to 2666MT/s, 64GB max Supports ECC DDR4 DIMMs Controllers:-Software RAID: Intel®RSTe 4.7 Drive Bays :-Up to 3 x 3.5" SATA (HDD), HDD:-1TB SSD:-240GB Green Security :- Cryptographically signed firmware Intel® SGX (Software Guard Extensions)Secure Boot TPM 2.0 I/O & Ports:- Network options: 1 x 1GbE Front ports: 2 x USB 2.0, 2 x USB</p>

	<p>3.1Rear ports: 2 x PS2, 2 x Display Ports, 1 x Serial, 1 x Audio, 2 x USB 2.0, 4 x USB 3.1 PCIe:1 x Gen3 slot (x16)2X Gen3 slot (x4)1 X PCI</p> <p>Supported operating:- systems Canonical® Ubuntu® Server LTS Microsoft® Windows Server® LTSC with Hyper-V</p> <p>Dimensions:- Height: 335.0mm (13.2”) Width: 176.53mm (7.0”)Depth: 359.50mm (14.2”)Weight: 8.0Kg (17.6lbs)</p> <p>Warranty: 3 Years</p>
03	<p>Monitor:-Technical Specs</p> <p>LCD Panel 47.0 cm (18.5”) TFT (with LED back light Power Management VESA DPMS compatible Off Mode, < 0.3 W Power Saving Mode, < 0.3 W Displayable Resolution WXGA, 1366 x 768 max. Vertical Frequency, 60Hz max Pixel Dimension0.3 x 0.3 mm Color gamut72% of NTSC (CIE1931 Color Depth16.7 Million Contrast Ratio600:1 (typical) Viewing Angle90° (Horizontal) typical65° (Vertical) typical Connectivity1 x VGA1 x HDMI 1.4 Height34.2 cm (13.46 inches)Width43.8 cm (17.24 inches)Depth14.7 cm (5.78 inches) Compliance Energy Star, TÜV Low Blue Light Brand:-Dell/LG/Samsung</p>
04	USB KEY BOARD & MOUSE
05	Operating System:-Microsoft Windows Server 2016/2019 License or Latest
06	Microsoft Desktop User Cal License as Per Thin Client Nods
07	Microsoft Remote Desktop License for Thin Client
08	Installation & Commissioning of Server, Thin Client, Networking, Switching

1.1 ZERO CLIENT COMPUTER SYSTEM

Supply, Installation and testing of zero client Computer system with below mentioned Specifications:

SR.NO.	PRODUCT NAME/DETAILS
01	<p>Zero Client :Technical Specification</p> <p>Hardware Design - All solid-state design. No moving parts, no fans, no local user storage. System-on-Chip design with embedded firmware (no local user OS)</p>

02	Multi Media Support- Hardware-accelerated 2D graphics, hardware-accelerated video support for most media formats on stand-alone media player applications and browser-based video
03	Operating systems Support- Win 2008 R2 64 Bit, Win Server 2016, Win 7 & Win8 64 Bit, Win Multipoint server 2011
04	Data security- No local data storage on device. Option to enable & disable USB data access control from Management Console.
05	Ports- Access device should have built-in 100 Mbps Enet port, Speaker, Mic port and with Minimum 3 USB Port.
06	Display- Access device should have built-in SVGA Monitor output port supporting wide screen display Resolution
07	Power- Power consumption of each access device should not exceed more than 5 watts
08	Virtualization software supporting Win 2008 R2 64 Bit, Win Server 2012, Win7 & Win 8 64 Bit, Win MultiPoint Server 2011 with integrated Management Console to manage the Access Devices.

2. NETWORKING TECHNICAL SPECIFICATION

SR.NO.	PRODUCT NAME/DETAILS
01	<p>8 AND 24-Port 10/100/1000 Mbps Unmanaged Switch</p> <p>Device Interfaces</p> <ul style="list-style-type: none"> • 24 10/100/1000 Mbps LAN ports <p>Switching Capacity</p> <ul style="list-style-type: none"> • 48 Gbps switching fabric <p>Data Transfer Rates</p> <ul style="list-style-type: none"> • Ethernet: <ul style="list-style-type: none"> • 10 Mbps (half duplex) • 20 Mbps (full duplex) • Fast Ethernet: <ul style="list-style-type: none"> • 100 Mbps (half duplex) • 200 Mbps (full duplex) • Gigabit Ethernet <ul style="list-style-type: none"> • 2000 Mbps (full duplex) <p>Certifications</p> <ul style="list-style-type: none"> • CE Class B • CE (LVD 2006/95/EC) <p>Humidity</p> <ul style="list-style-type: none"> • Operating: 10% to 90% (Non-condensing) • Storage: 5% to 95% (Non-condensing) <p>Brand :- Dlink, Cisco, bestnet</p>
02	<p>Dimension 9U</p> <p>PDU:-6 Socket, Power Supply ,</p>

	<p>Mounting profiles 1 pair (front)</p> <p>Colour RAL 7035 (grey)</p> <p>Brand :- net rack / com rack / bestnet</p>
03	<p>Patch Panel -24 Port loaded</p> <p>Usage:- Rack Mount</p> <p>Category:-CAT6</p> <p>Housing Material:-Carbon Steel, Power Coating</p> <p>Body Color:-Black</p> <p>Size(WxH):-19”2 Unit</p> <p>Loading Capacity:- 24 Node (RJ45)</p> <p>Max.Rated Electric Current:-1.5A</p>
04	<p>Patch Cord</p> <p>Length:-1 Mtr Standard/Multi Color</p> <p>Cate 6 Patch cord 24 AWG x4 Pairs</p> <p>Connector Type:-50 Micron Gold-Plated Connector</p> <p>Insulation Material:-HDPE</p> <p>Standards Compliance:-ISO/IEC 11801;TIA/EIA-568-B.2</p>
05	Cat6 I/O With Back Box & Face Plat Single
06	Installation, Commissioning of Networking with Casing Pipe as Per Layout

LIST OF APPROVED MAKES FOR ITEMS & MATERIALS

S.NO.	ITEM	PREFERRED MAKE	EQUIVALENT MAKES TO BE USED ONLY AFTER TAKING PRIOR CONSENT
A.	COMPUTER SYSTEM		
1.	Thin client / Zero client	Green VDI/Smart desk/Atrust	NIL
2.	Monitor	Dell/LG/Samsung	NIL
3.	USB key board & mouse	HP/ Lenovo/ Dell	NIL
4.	Patch panel	Bestnet/Amp/Molex	NIL
5.	Patch cord	Bestnet/Amp/Molex	NIL
6.	24-Port 10/100/1000 Mbps Unmanaged Switch	Dlink, Cisco, bestnet	NIL
7.	Cat6 I/O With Back Box & Face Plate Single	Bestnet/Amp/Molex	NIL
8.	Server	Dell/HP/IBM	NIL

NOTE - Any item / material not specified in the list of approved makes shall be approved by the consultant.

SCHEDULE OF RATES – PREAMBLE

1. The schedule of rate should be read in connection with all the other sections of the tenderer.
2. The quantities shown against the items of work are fixed and will not be altered.
3. The rates inserted in the bills of quantities are to be for the full inclusive of value of the work described under the several items, including all costs and expenses which may be required in and for the construction and full protection of the work described, together with all risks, liabilities and obligations set forth or implied in the documents on which the tender is based. The quoted rates shall be for all heights, lifts and leads unless otherwise mentioned specifically in the description of item.
4. The contractor shall be deemed to have visited the site before quoting for the tender and to have examined for himself the conditions under which the work will be carried out including local conditions under which the work will be carried out including local conditions affecting labour and to have studied the items of the bills of quantities, the drawings and specification, relating to them and to have satisfied himself that the rates quoted by him provide for all minor accessories and contingent works or services as necessary for the works described even though there are not specifically defined.
5. Tenderer is advised to read items of works carefully and quote the rates accordingly. However, if he quotes different rates for the same items) of work under different schedules of items, the lowest rates quoted shall be made applicable to all the Bills of quantities and the contract sum corrected accordingly.
6. Where an item of work not mentioned in a particular bill of quantities, is required to be executed and where the rate for such an item of work is quoted under a different bill of quantities forming a part of this contract, then the contractor being called upon shall execute the work and shall be paid at the rate so quoted. Nothing extra over shall be payable on this account.
7. The drawing(s) attached with this tender document are for the purpose of tender only, giving the tenderer a general idea of the nature and the extent of works to be executed.
8. The rates quoted by the tenderer shall be deemed to be for the execution of the works in accordance with the “Construction Drawings” (to be supplied to the contractor at the “Design Aspect” of these drawings).
9. The rates quoted by the tenderer shall include all labour, tools and plants, materials inclusive of all, transport, loading, unloading charges, all levies, all taxes, excise duties, etc. at the time of quoting their rates. The quoted rates shall remain firm throughout the contract period. No escalation on prices of labour and materials shall be entertained.

SCHEDULE OF QUANTITIES – PREAMBLE

1. All items of work contracted for shall be executed strictly in accordance with the description of the item in the Schedule of Quantities, relevant drawings and specifications read in conjunction with the appropriate Indian Standard specifications and conditions of the contract and established Engineering practices.
2. The rate for each item of work included in the schedule of quantities shall unless expressly stated otherwise include cost of:-
 - 2.1. All materials, fixing materials, accessories sequence of operations, appliances, tools, plant equipment, transport labour and incidentals required and completion of the work called for in the item and as per specifications and drawings completely
 - 2.2. Wastage on materials and labour
 - 2.3. Loading transporting, unloading, handling as necessary, hoisting to all levels, and setting, fitting and fixing in position, protecting, disposal of debris as directed and all other labour necessary and to fully complete the job in accordance with contract documents, good practice and recognized principles of trade laid down in codes of practice.
 - 2.4. Liabilities, obligations and risks arising out of conditions of contract.
3. All requirements of specifications, whether such requirements are mentioned in the item or not shall be provided for the specifications and drawings where available are to be read as complimentary to any part of the schedule of quantities and any work called for in one shall be taken as required for all similar items.
4. In the event of conflict between Schedule of Quantities and other documents including the specifications the most stringent among them shall apply and the interpretations of the consultants/owner shall be final and binding.
5. The Contractor shall be paid for the actual quantity of work executed by him in accordance with the drawings at the accepted rates.
6. This schedule shall be fully priced and the extensions and totals duly checked. The rates for all items shall be filled in INK. The entries under amount column shall be rounded off to the nearest Rupee.
7. No alterations whatsoever is to be made either to the description of items in the Schedule of quantities or specifications unless such alterations, is clarified in writing by the consultant/owner. Any such alterations, notes or additions shall unless clarified in writing be disregarded when tender documents are considered. Any observation on BOQ should be made in the letter accompanying technical bid for proper consideration and on disfiguring or overwriting in the documents is permitted.

8. In event of an error occurring in the amount column of the schedule, as a result of wrong extension of unit rate and quantity, the unit rate quoted by the Tenderer shall be regarded as firm and the extensions shall be amended on the basis of rates.
9. All errors in totaling in the amount column and in carrying forward totals shall be corrected.
10. Unless otherwise stated, all measurements shall be taken in accordance with Indian standard for building of Measurements IS 1200 latest revision effective on the date of measurement for interior items as applicable.
11. Any errors in quantity of items from the contract schedule shall not vitiate this contract but shall be corrected and deemed to be a variation by the Technical Consultant/Owner.

DRAWINGS AND DATA

Within two weeks of placement of order/letter of intent contractor shall furnish the following data in triplicate for approval by Technical Consultant/Owner.

1. General arrangement drawing of the equipment on orders showing plan, elevations, and sectional views, mounting details.
2. Bill of materials.
3. Descriptive catalogues, characteristic curves, duty point efficiency factor and technical particulars of all the various equipments offered.

DOCUMENTS MUTUALLY COMPLIMENTARY

The several documents forming the contract are to be read as mutually complementary to each other and in case of ambiguities/ discrepancies, the same shall be explained and clarified by the Technical Consultant/Owner to the Contractor in what manner the work is expected to be carried out to meet the end requirements.

INSTRUCTIONS DURING EXECUTION

On the advice of the Owner, the consultants may issue further drawings and written instructions, details, directions and explanations collectively referred to as "Site instruction" in regard to:

1. Variations for modification of the design, quality or quantity of works as addition or omission or substitution of any work therein.
2. Any discrepancies in the drawings or between the schedule of quantities and/or specifications and/or drawings.
3. Removal from the site any material brought by the contractor and substitution of any other materials therefore.
4. The dismissal or removal from work of any person employed thereupon.

5. Removal/re-examination of any works executed in case of doubt of any nature.
6. Opening up for inspection of any work covered up without proper tests by the Technical Consultant.
7. Oversight on the part of the Technical Consultant/his assistant to disapprove any defective work or material shall not prejudice the Owner/ Technical Consultant, thereafter to disapprove such work or materials and to order pulling down, replacement, removal breaking up or reconstruction.
8. The Contractor shall make his own arrangement for the engagement of all labour and shall be responsible for regulating their service conditions, work conditions in conformity with all Acts, Regulations, Rules or order of competent authority under relevant laws in force during the pendency of the contract.
9. Contractor shall indemnify the Owner from all claims relating to the workers/ staff/ subcontractors, Salaries, Wages, Overtime, Leave, Provident Fund, Medical facilities, gratuity, Bonus or any other claim as applicable and stipulated in any statutory provisions, rules or order of competent authority.
10. All materials so far as procurable shall be of the reputed make in the category of manufacture and bear the stamp of quality of the Bureau Standards wherever applicable. The contractor shall furnish documentary proof, test certificates and guarantees as relevant to such materials from manufacturers, which shall match with the date of procurement.

**Signature of the Tenderer/s
with the Seal of the Company**

Date:

Place:

TENDER FOR THE COMPUTERS AT ICAI JAIPUR BRANCH NEW BUILDING

TO BE FILLED BY THE TENDERER

S.No.	Description of work	Unit	Qty.	Cost	
				Rate	Amount
A	THIN CLIENT COMPUTER SYSTEM				
1	<p>THIN CLIENT</p> <p>Processor:-Minimum A9 Quad-Core 2.0Ghz Memory:-1 GB RAM Minimum Storage:-8GB Flash Minimum Protocol:-Shared Computing Protocol (SCP) OS Support:-Windows & Linux Ethernet:-10/100/1000 MBPS Display Port:-1xHDMI & 1 x VGA USB Port :-3x3.0 Audio Out:- 1x3.5mm Mic output jack Power:- 1x5V,DC Color:-Black (Matte Finish) Mount:-Unique Hide Vesa Mount kit</p> <p>Management software Specification:-</p> <ul style="list-style-type: none"> • Desktop Broadcasting:-Admin Can Display their Desktop to User for training or teaching Purpose. • Instant Message:-Admin Communicate with user easily • User Management:-Admin can View and take Control of User's Desktop • Multimedia Support:-Thin Client Support PC Quality Video & Audio • High User Density:-Low CPU Bandwidth Consumption allows a host to be shared by More Users. • Peripherals Support:-Users can Connect Standalone Printer & Pen Drive • Disable USB Peripherals • Remote log in/off <p>Warranty: 3 years</p>	NOS.	35		
2	<p>SERVER - Feature Technical specification</p> <p>Processor:-Up to one Intel® Xeon® E-2224G with up to 4 cores per processor Memory:- Minimum 16GB Ram Support 4x DDR4 DIMM slots, UDIMM, up to 2666MT/s, 64GB max Supports ECC DDR4 DIMMs Controllers:-Software RAID: Intel®RSTe 4.7 Drive Bays :-Up to 3 x 3.5" SATA (HDD), HDD:-1TB SSD:-240GB Green Security :- Cryptographically signed firmware Intel® SGX (Software Guard Extensions)Secure Boot TPM 2.0 I/O & Ports:- Network options: 1 x 1GbE Front ports: 2 x USB 2.0, 2 x USB 3.1 Rear ports: 2 x PS2, 2 x Display Ports, 1 x Serial, 1 x Audio, 2 x USB 2.0, 4 x USB 3.1 PCIe:1 x Gen3 slot (x16)2X Gen3 slot (x4)1 X PCI</p>	NOS.	2		

	Supported operating:- systems Canonical® Ubuntu® Server LTS Microsoft® Windows Server® LTSC with Hyper-V Dimensions:- Height: 335.0mm (13.2") Width: 176.53mm (7.0")Depth: 359.50mm (14.2")Weight: 8.0Kg (17.6lbs) Warranty: 3 Years				
3	MONITOR LCD Panel 47.0 cm (18.5") TFT (with LED back light Power Management VESA DPMS compatible Off Mode, < 0.3 W Power Saving Mode, < 0.3 W Displayable Resolution WXGA, 1366 x 768 max. Vertical Frequency, 60Hz max Pixel Dimension0.3 x 0.3 mm Color gamut72% of NTSC (CIE1931 Color Depth16.7 Million Contrast Ratio600:1 (typical) Viewing Angle90° (Horizontal) typical65° (Vertical) typical Connectivity1 x VGA1 x HDMI 1.4 Height34.2 cm (13.46 inches)Width43.8 cm (17.24 inches)Depth14.7 cm (5.78 inches) Compliance Energy Star, TÜV Low Blue Light Brand:-Dell/LG/Samsung	NOS.	35		
4	USB key board and mouse	NOS.	35		
5	Operating System:-Microsoft Windows Server 2016/2019 License or Latest	NOS.	2		
6	Microsoft Desktop User Cal License as Per Thin Client Nods	NOS.	35		
7	Microsoft Remote Desktop License for Thin Client	NOS.	35		
8	Installation & Commissioning of Server, Thin Client, Networking, Switching				
B	NETWORKING				
9	24-Port 10/100/1000 Mbps Unmanaged Switch Device Interfaces • 24 10/100/1000 Mbps LAN ports Switching Capacity • 48 Gbps switching fabric Data Transfer Rates • Ethernet: • 10 Mbps (half duplex) • 20 Mbps (full duplex) • Fast Ethernet: • 100 Mbps (half duplex) • 200 Mbps (full duplex) • Gigabit Ethernet • 2000 Mbps (full duplex) Certifications • CE Class B • CE (LVD 2006/95/EC) Humidity • Operating: 10% to 90% (Non-condensing) • Storage: 5% to 95% (Non-condensing) Brand :- Dlink, Cisco, bestnet	NOS.	2		

10	8-Port 10/100/1000 Mbps Unmanaged Switch specifications same as (9)	NOS.	2		
11	Dimension 9RU Rack PDU:-6 Socket, Power Supply , Mounting profiles 1 pair (front) Colour RAL 7035 (grey) Brand :- net rack / com rack / bestnet	NOS.	2		
12	PATCH PANEL -24 Port loaded Usage:- Rack Mount Category:-CAT6 Housing Material:-Carbon Steel, Power Coating Body Color:-Black Size(WxH):-19"2 Unit Loading Capacity:- 24 Node (RJ45) Max.Rated Electric Current:-1.5A	NOS.	2		
13	PATCH CORD Length:-1 Mtr Standard/Multi Color Cate 6 Patch cord 24 AWG x4 Pairs Connector Type:-50 Micron Gold-Plated Connector Insulation Material:-HDPE Standards Compliance:-ISO/IEC 11801;TIA/EIA-568-B.2	NOS.	70		
14	Cat6 I/O With Back Box & Face Plat Single	NOS.	35		
15	Installation, Commissioning of Networking with Casing Pipe as Per Layout			25/- per mtr	
	TOTAL				
	GST (18%)				
	GRAND TOTAL				

SIGNATURE OF THE TENDERER:

ADDRESS WITH COMPANY SEAL:

DATE: